

**ADDENDUM FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –  
COMMERCIAL ITEMS (FEB 2002) (TAILORED)**

- (d) In the event that material is determined to be non-conforming subsequent to disposal, the penalty fee in (a) above may be charged, plus, all allowable costs incurred by the Contractor to retrieve, treat, re-dispose and/or return shipment to the Task Ordering activity.

**38. SUMMARY OF POSSIBLE PENALTY FEES, FINES AND COSTS**

The possible penalty fees, fines and negotiated hourly rates that may be charged under this Contract are as follows:

- (a) A penalty fee of 10% of the cost of each container that does not provide a 5% "Freeboard." (See Page 3 of the Schedule)
- (b) A penalty fee of \$5,000.00 for each occurrence of non-conforming waste material.
- (c) Fines and fees which are levied upon the Contractor by third parties, as a direct result of any shipment placed under this Indefinite-Quantity contract, i.e. State, County, Transportation etc, may be charged at 130% of the actual cost of the fine or fee charged to Envirocare.
- (d) Late Delivery – Demurrage charges and a \$30.00 per day penalty may be charged for each third party shipment that is delayed as a consequence of late deliveries under this Contract. (See Appendix F)
- (e) Allowable direct costs incurred by the Contractor as a direct result of non-conformance material or the Contractor's effort to resolve previously mentioned problems, may be charged at a rate not to exceed \$95.00 per labor hour plus 115% of materials.

**39. AUTHORIZED USERS**

It is the intent of the Chicago Operations Office to authorize all Department of Energy (DOE) Offices, including DOE Management and Operating, and Management and Integration Contractors, to place task orders under this Indefinite-Quantity Contract. The organizations listed below represents the DOE offices most likely to issue task orders. A complete listing of DOE offices, sites and Laboratories may be found at URL:

<http://www.ma.doe.gov/phonebook/addresses.htm> , questions regarding organizations authorized to issue task orders should be directed to the Contract Specialist for Administration of the Indefinite-Quantity Contract found at Clause No. 30.(a) of the Contract.

(a) Department of Energy Offices:

Albuquerque Operations Office  
Chicago Operations Office  
Golden Field Office  
Idaho Operations Office  
Nevada Operations Office  
Oak Ridge Operations Office  
Oakland Operations Office  
Grand Junction Project Area Office  
Carlsbad Field Office  
National Technology Laboratory Office

Ohio Field Office  
Richland Operations Office  
Rocky Flats Field Office  
Savannah River Operations Office  
Strategic Petroleum Reserve Office  
National Petroleum Technology Office  
Yucca Mountain Site Office  
Albany Research Center  
River Protection Office

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**(b) Department of Energy Laboratories and Project Offices:**

- |                                                    |                                               |
|----------------------------------------------------|-----------------------------------------------|
| • Albany Research Center                           | Waste Isolation Pilot Project                 |
| • Ames National Laboratory                         | Knolls Atomic Power Laboratory                |
| • Argonne National Laboratory (East)               | RMI Extrusion Plant Decommissioning Project   |
| • Argonne National Laboratory (West)               | West Valley Demonstration Project             |
| • Brookhaven National Laboratory                   | Columbus Environmental Management Project     |
| • Environmental Measurements Laboratory            | Fernald Environmental Management Project      |
| • Fermi National Accelerator Laboratory            | Miamisburg Environmental Management Project   |
| • Idaho National Engineering Laboratory            | Paducah Gaseous Diffusion Plant               |
| • Lawrence Berkeley National Laboratory            | Portsmouth Gaseous Diffusion Plant            |
| • Lawrence Livermore National Laboratory           | Y-12 National Security Complex                |
| • Los Alamos National Laboratory                   | Nevada Test Site                              |
| • National Energy Technology Laboratory            | Pittsburgh Naval Reactors Office              |
| • National Petroleum Technology Office             | Bettis Atomic Power Laboratory                |
| • National Renewable Energy Laboratory             | Savannah River Site                           |
| • New Brunswick Laboratory                         | East Tennessee Technology Park                |
| • Oak Ridge National Laboratory                    | Separations Process Research Unit             |
| • Pacific Northwest National Laboratory            | Laboratory for Energy Related Health Research |
| • Princeton Plasma Physics Laboratory              | General Electric Vallecities Nuclear Center   |
| • Kansas City Plant                                |                                               |
| • Sandia National Laboratory                       |                                               |
| • Savannah River Ecology Laboratory                |                                               |
| • Stanford Linear Accelerator Center               |                                               |
| • Thomas Jefferson National Accelerator            |                                               |
| • Energy Technology Engineering Center             |                                               |
| • General Atomics                                  |                                               |
| • Radiological & Environmental Sciences Laboratory |                                               |
| • Rocky Flats Environmental Technology Site        |                                               |
| • Weldon Spring Site Remedial Action Project       |                                               |

- (c) Other users may be authorized, in writing by the Contracting Officer, on a case-by-case basis. Inquiries are directed to the Point of Contact at Clause 30.(a) of the Contract.

**40. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Contract, including but not limited to FAR 31.205-31, the Government shall not be responsible for or have any obligation to the Contractor for (a) Decontamination and/or Decommissioning (D&D) of any of the Contractor's facilities, or (b) any costs which may be incurred by the Contractor in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Contract.